

**FAR MANDATED FLOWDOWN CLAUSES
AS OF FAC 97-15, DECEMBER 1999**

<u>Clause</u>	<u>Title</u>	<u>Effective Date</u>	<u>Application</u>
52.203-3	Gratuities	APR 1984	All Subcontracts except for those personal services and those between military and foreign governments.
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995	The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts, which exceed \$100,000.
52.203-7	Anti-Kickback Procedures	JUL 1995	All subcontracts which exceed \$100,000 but paragraph (c)(1).
52.20-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	APR 1991	All subcontracts, certification required only over \$100,000.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997	All subcontracts expected to exceed \$100,000.
52.204-2	Security Requirements.	AUG 1996	When a subcontract may require access to classified information unless FAR 4.404(d) applies.
52.208-8	Helium Requirement Forecast and Required Sources for Helium.	JUN 1997	The Contractor shall insert this clause, including paragraph (c), in any subcontract that involves furnishing of a major helium requirement.
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.	MAY 199	The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components: (1) 52.222-26, Equal Opportunity (E.O. 11246); (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

			(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
52.214-26	Audit and Records-- Sealed Bidding.	OCT 1997	All subcontracts expected to exceed the \$500,000 threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.
52.214-28	Subcontractor Cost or Pricing Data-- Modifications-- Sealed Bidding.	OCT 1997	Each subcontract that, when entered into, exceeds the \$500,000 threshold for submission of cost or pricing data in FAR 15.403-4(a)(1).
52.215-2	Audit and Records-- Negotiation.	JUN 1999	All subcontracts that exceed the simplified acquisition threshold (i.e. \$100,000 or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d)) and are cost-reimbursement incentive, time and material, labor hour or price redeterminable type, or any combination of these; for which cost or pricing data are required; or that require subcontractor to furnish reports as discussed in paragraph (e) of the clause.
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997	All subcontracts that exceeds the \$500,000 threshold for submission of cost or pricing data at FAR 15.403-4, shall contain either the substance of this clause if subcontractor shall be required to submit cost or pricing data; and if not than insert the substance of the clause at FAR 52.215-13.
52.215-13	Subcontractor Cost or Pricing Data-- Modifications.	OCT 1997	The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the \$500,000 threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.
52.215-14	Integrity of Unit Prices.	OCT 1997	The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified

			acquisition threshold in FAR Part 2 (i.e. \$100,000 or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d); construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.
52.215-15	Pension Adjustments and Asset Reversions.	DEC 1998	The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).
215-52.18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	OCT 1997	The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).
52.215-19	Notification of Ownership Changes.	OCT 1997	The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
52.216-5	Price Redetermination--Prospective.	OCT 1997	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
52.216-6	Price Redetermination--Retroactive.	OCT 1997	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
52.216-16	Incentive Price Revision--Firm Target.	OCT 1997	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
52.216-17	Incentive Price Revision--Successive Targets.	OCT 1997	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
52.219-8	Utilization of Small Business Concerns.	OCT 1999	When FAR clause 52.219-9 is in the prime contract include this clause in all subcontracts

			that offer further subcontracting opportunities
52.219-9	Small Business Subcontracting Plan.	OCT 1999	The contractor will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
52.222-4	Contract Work Hours and Safety Standards Act-- Overtime Compensation.	JUL 1995	The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.
52.222-11	Subcontracts (Labor Standards).	FEB 1988	The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination--Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
52.222-21	Prohibition of Segregated Facilities	FEB 1999	The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.
52.222-22	Previous Contracts and Compliance Reports	FEB 1999	Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
52.222-26	Equal Opportunity.	FEB 1999	The Contractor shall include the terms and

			conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999	If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998	The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998	The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999	The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.
52.222-41	Service Contract Act of 1965, as Amended.	MAY 1989	The Contractor agrees to insert this clause in all subcontracts subject to the Act.
52.223-2	Clean Air and Water.	APR 1984	Insert the substance of this clause into any nonexempt subcontract, (i.e. valued at \$100,000 or less, see FAR 23.104), including this subparagraph (b)(4).

52.223-7	Notice of Radioactive Materials.	JAN 1997	This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause. Paragraph (a) requires notice whenever any servicing is required by the contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.
52.223-14	Toxic Chemical Release Reporting.	OCT 1996	Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall-- (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).
52.225-10	Duty-Free Entry.	APR 1984	The Contractor agrees to insert the substance of this clause in any subcontract under which-- (1) There will be imported into the customs territory of the United States supplies identified in the Schedule as supplies to be accorded duty-free entry; or (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.
52.225-11		AUG 1998	The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.
52.227-1	Authorization and Consent.	JUL 1995	The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials,

			supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (i.e. \$100,000 or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d).); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold (i.e. \$100,000 or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d)), does not affect this authorization and consent.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996	The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101 (i.e. \$100,000 or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d).
52.227-9	Refund of Royalties.	APR 1984	The substance of this clause, including this paragraph (f), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.
52.227-10	Filing of Patent Applications-- Classified Subject Matter.	OCT 1984	The Contractor agrees to include, and require the inclusion of, this clause in all subcontracts at any tier that cover or are likely to cover classified subject matter.
52.227-11	Patent Rights-- Retention by the Contractor (Short Form).	JAN 1997	The Contractor will: (1) include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit

			organization (The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions); (2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3; and (3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; <i>provided, however</i> , that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
52.227-12	Patent Rights-- Retention by the Contractor (Long Form).	JAN 1997	The Contractor shall: (1) include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization (The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions); (2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work; and (3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.
52.227-13	Patent Rights-- Acquisition by the	JAN 1997	The Contractor shall (1) Include this clause (suitably modified to identify the parties) in all

	Government.		<p>subcontracts, regardless of tier, for experimental, developmental, or research work (The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions); (2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor--</p> <p>(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and</p> <p>(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer; (3) In the case of subcontracts at any tier, the agency, subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause; and (4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.</p>
52.228-5	Insurance--Work on a Government Installation.	JAN 1997	<p>The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.</p>

52.229-10	State of New Mexico Gross Receipts and Compensating Tax.	OCT 1988	The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-6(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.
52.230-2	Cost Accounting Standards.	APR 1998	The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date (as per paragraph (d)) or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	APR 1998	The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that-- (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. (2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000. (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

52.230-5	Cost Accounting Standards-- Educational Institution.	APR 1998	The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all applicable CAS in effect on the subcontractor's award date or, if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, except that-- (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in 48 CFR 9903.201-4 shall be inserted; (2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000; and (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
52.230-6	Administration of Cost Accounting Standards.	NOV 1999	For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5: (1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used); (2) Include the substance of this clause in all negotiated subcontracts; and (3) Within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility: (i) Subcontractor's name and subcontract number. (ii) Dollar amount and date of award. (iii) Name of Contractor making the award.
52.232-27	Prompt Payment for Construction Contracts.	JUN 1997	Insert a clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or

			supplier.
52.234-1	Industrial Resources Developed Under Defense Production Act Title III.	DEC 1994	The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.
52.236-13	Accident Prevention.	NOV 1991	The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
52.237-7	Indemnification and Medical Liability Insurance.	JAN 1997	The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.
52.244-6	Subcontracts for Commercial Items and Commercial Components.	OCT 1998	The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	JAN 1986	The Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.
52.245-8	Liability for the Facilities.	JAN 1997	The Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the facilities while in the subcontractor's possession or control, except to the extent that the subcontract, with the

			advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all the facilities in as good condition as when received, except for reasonable wear and tear or for their utilization in accordance with the provisions of the prime contract.
52.245-17	Special Tooling.	DEC 1989	The Contractor may place subcontracts (including purchase orders) involving the use of special tooling. If the full cost of the tooling is charged to those subcontracts, the Contractor agrees to include in the subcontract appropriate provisions to obtain Government rights and data comparable to the rights of the Government under this clause (unless the Contractor and Contracting Officer agree in writing that such rights are not of interest to the Government).
52.245-18	Special Test Equipment.	FEB 1993	The Contractor shall, in any subcontract that provides that special test equipment or components may be acquired or fabricated for the Government, insert provisions that conform substantially to the language of this clause, including this paragraph (d). The Contractor shall furnish the names of such subcontractors to the Contracting Officer.
52.247-63	Preference for U.S.-Flag Air Carriers.	JAN 1997	The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	JUN 1997	Except for contracts at or below the simplified acquisition threshold (i.e. \$100,000 or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d)), the Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract.
52.248-1	Value Engineering.	NOV 1999	The Contractor shall include an appropriate value

			engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value.
52.248-3	Value Engineering-- Construction.	MAR 1989	The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value.

DOC: CLAUSES